1991-92.

L.R.

20/9/91

Sub: Appeal of Lakshmappa &
Rama Gowdara Lalli Chennapatti
Taluk. Regarding to Shanbog
Devarlalli -

OHO

P.7.305-92

G. R. S. IX-5]

Previous references.

1891-92

192 .

(Lor)

File No.

Serial Nos.

Later references.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1-3

~~Part~~ B for June 1892

SUBJECT.

Appeal of Lakshmappa Bhamasandra etc Chennapini Taluk, regarding the Shanbhog of Devarahalli Hosani —

The Deputy Commissioner [redacted] district

No. 205/92 — S. 9.6.[redacted]

P.7.305-92

Rejects the appeal the petitioner in the suit is clearly barred by the Law of limitation.

WD 2233—GPB—20,000—14-6-20

1/

1

In the Court of Common Pleas
Licking District.

Pierce &c. No. : of 1831. Q.

Pltf
Lukas Mayer
Ramsperger

vs

Defts
1. Ramsperger
2. Ramsperger Admr.
dcsd.
3. Ramsperger &
wife Ann, Ziegler, &
Nadine Ramsperger
4. Ramsperger
5. Burkhamer
*6. Ramsperger
*7. Nadine
*8. Sitzmann

Now at Term.

This cause coming on to be heard
between the parties aforesaid
by their Solicitors & the Court
being fully advised in the premises
Do find that the Defendant
Lukas Mayer - did on the 5 day
of October 1831 - Obtain a Decree
against the Defendants Ramsperger Admr.
2. Nadine
3 Ramsperger
4 Ramsperger
5 Ramsperger.

Due & to you Plaintiff

Circumcision can not be performed more conveniently than on the Seventh day - In Yorkshire Sheda circumcises, Saturday, the first Friday in every month made Exception to the effect that Jews may circumcise & Baptize Sons either, before the Seventh Day or Separately for a period of 25 years, after which the Seventh day is to be used & Circumcision and Baptism, the Male Ceremony carried the Seventh day, Sabbath & first Seventh each.

In the Public Life circumcision the Seventh day was never used from Circles. viz 1st Circle Necessity. Kangaroo (6th April)
2d Christmas Sellowsang (8th April)
3d Fire Eve Ravioli (1st April)
4th Christian Eve. Lukhowski (11th April)

The 1st Circle does represent in the Name of the 1st Angel
The 2d in the Name of the 2d Angel
(Sin after 6th Angel)
The 3d in the Name of the 3d Angel

Dept (in spite of 4th Dept) and the 4th circle in the hands of the 5th Dept and each of these keeping the duties of the circles allotted them.

That the Dept in whose name the membership circle have been registered failed to give charge of the circle & the Off in accordance with the agreement above mentioned whereby the Off demanded them as being the Hqrs of Corps & entitled to keep the duties.

That the 1st & 2nd Depts are not inclined to bring a suit and have joined the 4th & 5th Depts and consequently they are put in the position of 3rd & 2nd Depts.

That the same practice prevailed (1886-87). That the Off pays that the Membership of the 4 circles above named may be restored to them, with Court Costs.

The Depts have referred as follows:—

The 1st Dept states that

[illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]
5 [illegible], [illegible], [illegible] [illegible] [illegible]
[illegible] [illegible], [illegible] [illegible] [illegible]
3d [illegible], [illegible] [illegible] [illegible]
& [illegible] [illegible]. [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
of [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
[illegible]

Circles that are of the Municipal
Circles may be leased from
Officials of Circles and the
Municipal Magistrates
-trates of Villages; that an
agreement has been executed
that Campbell Municipality
the Said Municipality for
20 years and that upon that
period, the Municipality
the Said for five years &
that in doing so, the Municipality
bound to hand over charge of
the Said Municipality & Village to
the Municipality, & thereupon
and Campbell the 6th Defd.
be relieved with the terms of
-ment.

The 2nd Defendant states that
the Village Association
have been declared into the
Circles. Three authorities are
in the Province of the 6th
7th & 8th Defendants and the 4th
is his own Province. That
the Circle of the 4th
Defendant, Province of Municipality
Circles in that Province
to the Said, he has no Association

depositi d'Ancona e Civitanova
his portions.

The 6th Regt. States that
the 1st, 2nd, & 5th Regts have
joined the Equity and Support
the suit. The documents referred
to in the Bill, ~~Exhibits~~ have not
been exhibited in Court, (5th Regt.)
~~are not exhibited~~. The Petitions
of the agreement or document
have not been exhibited. These
are contrary to justice.

That in accordance with the
partition deed (Exhibit) executed
by the late Giuseppe Antonio
his brothers the 6th Regt. in
1861 (Giuseppe - Sabbatino
Nicola Antonio) the Cavalleria
Regt. Chasseurs has been
appointed to Ancona (6th Regt.)
& is in his equipment. Con-
sequently the suit has
been barred by limitation

That the Patels of Ramazzottarchi
village, appointed to the
father, was inherited by the

the Defendant in the Equitable Settlement to him of the Real Estate and is in his occupation that the Complainant has not any Share in the property adjoining the Messuage Hall Bayford Shaftsbury which is in his occupation, and to the Bill will not answer =

The Defendant states that the Shaftsbury Property Ltd the Circle is in his name, & that he occupies the Studio thereof. That the Defendant is under his father. That he is under the entire Control, and that his Father's Statement may be taken to be his. =

The Defendant states the Shaftsbury Property Ltd Farm is in his name. & that he occupies the Studio thereof - That the Defendant is his father, that he is under the entire Control of & Corporation the Statement of his father -

Ε.

Νὶ ἐπέτρεψε ἐρεύνησι ἐπὶ
ἑνὸς χωρίου ἐκ τῶν Σ.

Α. Ἀναφορὰ ἐγγράφου
ἐγκατεστ ἐκ Λευκωσίας,
Κωνσταντίνου Ἀγαπίου
ἐκ χωρ. Ἀγίου Ἀνδρέου ἐπὶ
Λάρνακος ἐπ 1861 - Ἀνδρέ
Ἰγνατίου, ἐπὶ τῶν ἀδικημ
ἐπιβλαβείας.

Β. Ἀναφορὰ ἐγγράφου
ἐγκατεστ ἐκ Λάρνακος ἐπὶ
χωρ. ἐκ Ἀγίου Ἀνδρέου
ἐπ 1861. Ἀναστασίου,
Ἰγνατίου Ἀγαπίου
Ἰγνατίου.

C. Ἔγγρ ἐκ Λεμεσσοῦ
ἐπὶ τοῦ Ἀναστασιάδου,
Λάρνακος, ἐπιτροπὴ
Ἀνδρέου, ἐκ Κοκκινοχωρίων
ἔχοντ ἀπαίτησιν ἐπὶ ἐγγ, ἐπ. 16. 7. 61.

D. Ἀπὸ ἐγκ ἐκ Λεμεσσοῦ
ἐκτιθεὶ τὸν Ἀναστασιάδου,
ὅτι ἐπὶ ἀπαίτ Κυπίου, ἐπ ἐπ
ἐπιτ 16.

Ε. Ἀπὸ ἐπιτ 31. 83 ἐπ τοῦ πανὸς ἐκ
Ἀναστασιάδου, ἐκ 86. Ἀναστασίου

Ϝ. -Δικ - 21.10 ἐπ τοῦ Δεκεμβρίου

3

Vencimiento vuelve el 30 de 52
Documentos.

G. -do- de Ruth de 4 ps. the
Kakamas village 3, 363

H. -do- do. Ruth 32 10 ps the
Vencimiento village for the year
Documents

I. Ruth 32 8 ps the Kenhardt
village for the year 1876. Purchase

J. Ruth 32 50 ps the Kenhardt
village for the year 1876 in the name of Liddelongaige
and others.

K. Copy of Judgment in R.C.
No 2 of 1875 ps in the Cape of
the Supreme Court

L. Copy of Return received
by Landdrost village, the
Upington Magistrate Division, of
17th July, 82. Rent 30 -.

M. Copy of Return received by
Landdrost Magistrate, Upington
Division, Kenhardt village,
& Kenhardt. 5 the Land Tenure
on the 6th Sept 81

N. Copy of Return received by
the

The Light Bridge was in evidence

P. Main Road, Bridged by Simpkinsville, 7th District for the 1st & Secondary Main Road.

F. Unstamped Document Signed by Main for of Darwin, Ragsdale Bridge.

E. Depositions of Contractors & others, from before Justice Simpkins &c.

K. Oath Charge Book of the Simpkinsville village in the Simpkins of the 6th Dept (for 1864-65) produced by the 7th District for Simpkins and other Documents Marked by the writer.

S. Reference, Dressed by the Secretary (1 to 5) Simpkins the Simpkins of the 5th Dept

S. Simpkins of Contractors Simpkins of 2nd Simpkins (Original)

U. Report of Examiner in Chancery as to Evidence of Defendant d/ 22-1-89.

V. Letter of Messrs Reports produced by Pro Defendant of Medicines, Chemists &c in Baldock.

W. Letter dd. 2.8.89 from The Chancery Solicitor to the Defendants Solicitor.

X. — Do — do — dd. 26.8.89 — do.

Z. — Do — do — dd 27.6.89 — Do

A.1. Copy of Will of Peter Ramsden Esqre dated 21.12.85.

B. Copy of Report of Baldock Rectory d 23.12.85.

A.2. Copy of Rental 1843.85 from the Chancery Solicitor to the Defendants

A.4. Letter of Instructions to Baldock Solicitors, Messrs, Solicitors, Ramsden Solicitors Reports dd. 6.9.89

The following Exhibits have been filed in Case up to 6th Sept.

1. Rajinamah Entered by Nadig Chintamaniraya to the Salut Kacheri on the 6th Sept.

2. Copy of declaration given by Ramachandraya at the Dafe settlement.

3. Depositions of Ramachandraya dt 21. 1. 87.

4. Depositions of Chintamanaya given before Muddu Subbaiah Esqr on the 5th Sept.

5. Depositions of Narasinga given on the 5th Sept.

6. Depositions of Ramachandraya dt. 6. Sept.

7. Copy of Rajinamah Entered by Chintamanaya dt. 6. Sept.

8. Copy of Depositions of above mentioned persons dt 6. Sept.

9. Copy of Depositions given by Venkatta dt. 6. Sept.

4.

10 Copy of Depositions of Farmers dy 16. 2. 6.

11. Copy of Depositions of Ramsbottom 6. 2. 6.

12 Copy of Order dy 26th of 27. 2. 01. of the Cote Bazar Div Light

13. Copy of Depositions of Smyth prisoner at the Cote Lieutenant on 12. 2. 80.

14. Copy of Depositions of Bourgeois dy 6. 7. 79.

15. Copy of Judgment in Civil Case No 79 of 8th Sept on the file of the 2d C. Inferior Commercial Court.

16. Copy of Writ of Attachment for the Jean Baptiste.

17. Copy of Writ of 2d Distr Commercial for the Jean Baptiste

18. Endorsement dy 16. 2. 80 given to the 2d Distr Court Ramsbottom from the Civil Register

19. Endorsement dy 12th. 2. 80 given to Ramsbottom Esq Ramsbottom, from the Cote Office.

20. Copy of Chit Amount Casual for the year Ramnad (1855)

21. Copy of Patani Book for the year Ramnathapuram of the Ramnadu village.

22. Copy of Patani Book of the Kilakkarai village for the Ramnathapuram.

23 Copy of Patani Book of the Ramaperiapattanam village for Ramnathapuram

24. Copy of Patani Book showing Jumbi Cowle of the Ramaperiapattanam village for the year 1851-52.

25. Ditto - ditto - Kakkanam village for 1851-52.

26. - Ditto - do - Jamaytana village for 1851-52.

The following were then Named.

(1) Letter to Exhibit 1 is feminine, and a letter it is one opened among the parties in question.

(2) Letter to Exhibit

stipulations contained therein have been enforced

(3) Whether the Exhibit B is a genuine one & whether all the terms therein have been enforced & whether after its execution, the Exhibit A is cancelled.

(4) Whether the Exhibit M. (Petition dt 5th Sept 51) is one written by the 6th Defdt. The Exhibits A and B were executed subsequent to the ~~execution~~ petition Exhibit M. What is the advantage gained by the Exhibit M.

(5) Which of the 2 exhibits A and B should form the basis of the present suit

(6) Exhibits A & B are documents securing the mutual & genuine property. If all the stipulations in these documents have not been given effect to, whether the Pltf has a right & basis a suit to enforce some of them

(7.) Excepting that the Pff has brought a suit to recover possession of the Leasehold Premises at No 18, Whether the Pff has made a mention in the Plaint that the Defts committed waste as specified in particulars hereto delivered, & if not, whether the present suit is maintainable

(8.) Whether the Schedules A & B have become null & void, by any other subsequent deeds.

(9.) Whether the present suit is barred by limitation

(10.) To what relief the Pff is entitled.

There are 8 Exhibits in the present suit. The Contents of only between the Pff and the 6th Defts Exhibits. The 7th & 8th Exhibits are the same as the 6th Exhibits are living together -

the 4th Light & the Gates, the 5th Light and the 6th Light has written the Penal Petition and consequently there is no doubt that the 5th Light has joined the Plaintiff. However he has given a statement to the effect that it is decreed that Devanahally & 2 other Channapatna Taluks in the assignment of the 6th Light Ramaswamy are given to the 3rd, he is also prepared to restore the Channapatna Taluk if one Taluk in his assignment to the 3rd.

Before touching the issues in the Case it is necessary to note certain facts which the parties on either side have admitted.

The 2 Channapatna Taluks of the Devanahalli Kempani were in the name of Venkatramaiya. He had five sons. After his demise, the Channapatna Taluks were

Kempani

performed by the Assistant Commissioner. He having declined that he is unable to perform the work the 6th Regt was appointed (vide Exhibit K.) in Landhope and were doing the work.

In the Fiji settlement, (1880)
the 7 Villages were formed into 4 Circles, out of which the were registered in the name of the 6th Regt, one in the name of the 7th & the 8th in the name of the 8th Regt.

The 6th Regt urged that the 4th Circle should also be registered in his name, but the 6th Regt having only two sons (7th & 8th) Regts and these having been provided with a Circle each the Fiji settlement also opened the 4th Circle to the 4th Regt but he declined the offer and gave a statement to that effect, notwithstanding his refusal to accept the offer the Fiji Office appointed

the 5th Dept (now 4th Dept)
the 5th Dept does not
seem - the examination
of this circle when he attained
his majority, and accompanied
the Chiefs Rda Circle Shantung
was restored to him in 1855.

From 1861 up to 1873
the Shantung was ruled
over in the previous after
6th Dept.

In 1873 the 5th Dept
brought a suit for the Shantung
of half share in the Shantung
against the 6th, 7th & 8th Depts
Vide Pcs. No 2 of 1873 for certified
file of the Shantung Case
by Court Comm. The Suit
was dismissed -

The points for determination
are :-

1st Issue -

The 6th Dept states
that Exhibit A. 15. & all pro-
ceedings by the Dept are not
in the Commissioner's
case as important, before

it is necessary to ascertain whether they are valid in the handwriting of the 6th Defdt and with this view it is necessary to examine the 3rd & 4th Issues also

four Banias who has attested the Exhibit A & a witness among them, is also examined in the case, has deposed that he has attested the document Exhibit A. he is the 4th witness examined for the Plaintiff. he duly states that Exhibit B bears the signature of Nadir Sangsha 6th Defdt

Cross examination of witness by the Defdt, states that he has perused the documents Exhibits A. B. & C. and deposes that these bear the signatures of the 6th Defdt, and adds that those documents were executed on the date mentioned therein, & that

6

that Exhibit C. and bears
his attestation as a witness

Sworn, &c. before
me this 6th day of
Exhibit B. and C. as the said
writing of the 6th day &
also that the signatures
certain thereon are true
of Chinamans Ram, Jaeeram,
Chundermuna Ram & Mussamut

Ku Katraman Jois, Re
sworn, 5th witness for the
Pl., states that Exhibit B.
bears his attestation, that
that, at the contract of
Chamaraja Mudaliar Jois,
he might have signed it,
but that he does not know
anything in the matter.

Bommakkata, 6th witness
for the Pl., states that Mudaliar
Jois of Chamaraja, [illegible]
died; that Exhibit B Con-
tains the signature of
Narasiah Jois; that
Narasiah Jois is his father,

but

Ex

Tout le monde étant
absent, la signature
Mécanique est au Secrétariat
d'Etat, et non pas ailleurs.

Cependant, la mise
par la Ville doit être
Mécanique, sur celle
la signature est le Secrétaire
et sur l'autre doit être apposée
aux deux fonctions.

Cependant, pour
certes par la Ville doit
être datée et le sceau
A, appliqué sur le sceau
6 de Sept., sur le Secrétaire
duy de la même manière la signature
"Marquis" contresigné à la
Secrétaire, à - Metante
Ministériel du Secrétaire
B appliqué sur le sceau de
6 de Sept. Sur le Secrétaire
deux la signature "Marquis Carlyle"
Sa signature est sur le

the 6th Digit. Also Exhibit
No. 1 Document bearing the
signature "Pompeiana" but
that is proved clearly they
that it is the signature of
the 6th Digit Pompeiana -
No. 2 Document bears the
signature - "Thompson Mbeng
Jois" but that is not known
known other signature
this is - But it writing
in the Petition Exhibit No.
appears to be that of the
6th Digit - The signature
of the 6th Digit Jerusa is
not clear. The Petitioner
- tries to signature "Gamba"
but that is not known
where it is - It bears the
signature of Chairman Mbeng
Mbengeli, Secretary Mbengeli
Exhibits C. 2 C. 3. & C. 4 (Pompeiana
Petition) are in the Petitioner
- writing after 6th Digit
& bears his signatures -
The Digit, Petition Exhibit
N.

24

A is in the handwriting of

the 3rd Letter -

Purchaser, 3rd Letter.

Letter 24 Aug 1st to Dec

not Know the handwriting

of the 3rd Letter. But is know

the handwriting of the Letter

of the 4th Letter - But six

lines at the end of the Document

Exhibit C, are in the handwriting

of the 6th Dept. The signature

hereto is also that of the 6th

Dept - The Exh B is in the

handwriting of the 6th Dept

and Certain his signature -

Exhibit M. is also in the

handwriting of the 6th Dept

Exhibits E. F. G. H. I. J. are in

the handwriting of the 6th Dept

& also the signature hereto are

his, and has declared

before Master $\frac{E}{1}$ $\frac{F}{2}$ $\frac{G}{3}$ $\frac{H}{4}$

as Containing the handwriting

and signature of the Dept.

2

7.

Nicaragua, Pltf's witness
for the P. states that he
is the Asst. Postmaster of
this city, is well, & has been such
$\frac{P}{1}$ $\frac{P}{2}$ $\frac{P}{3}$ $\frac{P}{4}$ $\frac{P}{5}$ as appears
by the Dft.

Also for plaintiff,
Pltf's witness for the P. states
that the signature "Salvador
Quezada for Nicaragua"
in Exhibit A is that of
his partner and that
his partner attested the
document as a witness
in his presence, and has
produced a paper marked
V. (a patent), in the hand-
-writing of his partner.

Cross Ex., Pltf's witness
for the Pltf. states that he
knows the Dft's partners
Montenegro & Vega, has
a slight knowledge, and also
the Dft's handwriting. States
that the signatures "Manuel
Olivas for Nicaragua, Central
America"

Guidici

Finish, in Document Ex C. are lines - & contain the Signature of the 6th Defdt also - The last six lines in this Document, are in the handwriting of the 6th Defdt.

All the writing in Exhibit B is that of the 6th Defdt and bears also the Signature of Memphis. Exhibit A is in the handwriting of the 6th Defdt and bears the signatures of all the 5 brothers -

Papers marked $\frac{S}{1}$ $\frac{S}{2}$ $\frac{S}{3}$ $\frac{S}{4}$ are in the handwriting of the 6th Defdt and bear his Signature -

From the evidence adduced above, and from the Exhibits filed by the Pff, it cannot be said that the documents Exhibits A. B & C. in the suit as alleged by the 6th Defdt.

Although the 5th & 6th Defdts witnesses gave the Pff Counsel already gave their Evidence

as regards the land dealt
in the documents, the other
witnesses have identified the
land as being situated therein,
and Exhibit, the Petitioner
has objected that he has
altered the Exhibit A, as
a whole, and that the
document was executed in
the date specified therein -
Except as to the latter point
- Counsel for, has not
given any evidence regarding
this point, he has admitted
that he has altered the
document B. The Petitioner
has given the evidence
of document B, in a
Petition Exhibit No and
his petition objects to same
was written in Oct/61.
From these facts it
cannot be said that

that the Documents Exhibits
A. B and C. are false
as they were alleged by
the 6th Deft, and therefore
it may be inferred that
they were executed between
the period agreed to herein
on the date herein mentioned.

Before touching the 2nd Issue
it is better to discuss the
4th Issue.

The principal Document
alluded to in the Plaint
are Exhs. Nos. A. B. & C.

A. is a copy of a letter
addressed by the Defts Solicitors
Messrs Abdool Kadir & Sons, to
Messrs Abdool Kadir & Sons, Ltd

B. is a document of
Power of Attorney, under
Certain Circumstances -

C. is a document of
Assignment, Mortgage and
Release executed -

Looking to these documents it appears that Exhibit A was executed first and the next one after that Exhibit B. is a petition addressed by 5 persons to the Subordinate Kacheri - On the back of the petition the word "Copy" is written. It is not signed, and no stamp is affixed to it. The Coy has not adduced any evidence as to what has become of the original, and unless it is proved that the original Petition is mislaid or that it is impossible to produce it, the Copy of the petition filed, cannot be admitted. and as this Copy of petition bears the signature of 5 persons & if it could be taken as the original petition, it is mentioned therein that the Panchalli Mandiriya should be managed by 5 persons, each for a period of five years

specifying the period of year from which each one is to begin and end hereon. As neither the Plaintiff nor Defendant has produced the original petition, or an authenticated copy thereof, it cannot be said that the conditions or obligations contained therein have been adhered to or performed. Exhibit B having been executed subsequent to Exhibit A, the latter does not affect the Plaintiff.

As regards the 2nd clause wherein the conditions or obligations contained in Exhibit A have been agreed or adhered to, it is mentioned therein that the duties of the Guardians in dispute, should be performed by Parsemayas and Parsemanes for a period of 30 years, and after that Mirzapha & Cookumarriya should each perform the duties for five years.

In

In continuation to the above
Petition, the 6th Respt has
Entered to rejd the Affid
of Shanbhogi ever since he
has been appointed as Bara-
-nidar, and no one else
besides him has done the
work. The Pr has not stated
any evidence showing cause
why the stipulation was not
violated.

As regards the stipulation,
that Narayan should perform
the duties of the Patel of Ram-
-halli and that Venkatanarayan
(Pr's father) should perform
the duties of the Patel of
Ramajendachalli village
and enjoy the Inam Lands
attached to each office. It
is to be noted that the Inam
Land attached to the Shanbhog's
of Ramagondachalli village
is in the occupation & enjoyment
of the Pr. The Inam Lands
attached to the Patel of
Ramachandrapalli village, are
in

in the Engagement of the Head
& Depts.

Of Grant the Registration
of the Settlement of Colts, in
Exhibit A, neither Parties
have perused any evidence
as to Alm- the Colts were Settled-

It was stipulated that when
the Mandays effect if is the
Master ever, the Lands in the
two villages of Ramapudumbatti &
Dandibatti & Tore in the Engr-
of Chargeha on & the date of
the document Exh A, Should
be divided for the maintenance
of Swamys, Ramadandaya,
& Ranganatha - It is also noted
herein, that the Engagement
Holder in Ramapudumbatti viz,
Nanjera Setty Head, Veliamma Hola &
2
Ranganna Holla pade will be
2
found, when the effect is created

No evidence is adduced
by Plaintiff that any of the

done

9

these depositions were formerly but the Pff has urged in his present visit that the Municipality in dispute should be restored to him in accordance with the Condition in Schedule A. but makes no allusion whatever as regards the Roads to be made over to the officiators for their maintenance when they vacate the Office, as required by the Document, & consequently it does not appear that the Pff is entitled to any Profits until the Conditions in the Document are fulfilled. further the Pff has not proved his inability to fulfil the Conditions which he is bound to fulfil

It is easy for the officiators that the Pl & 2d Defts are not in town with him and do not wish to join him for the fact that they have joined the 6th Deft the Municipality has not ordered any sentence whatever to

of the Patta Chintamaneni,
and as Rangayya did not
execute the arrangement
and as the Patta could not be
delivered in the name of the person
~~entitled to the same~~
who was a minor of 25 years.
as then stood in the Bill
Executants agreed should
receive the same in lieu
of the Patta Rangappa,
it may be inferred that
the conditions in document
A have been cancelled
by document B.

It may also be agreed
whether the terms of Document
B have been enforced.

The Patta of Ramasubbudu
should go to Chintamaneni

Roja the Patta of Pamidi
Village was in the name of Adeppa Rau,

5? Since whether the Exhibit
B is a genuine one ; whether
all the terms therein have
been enforced whether after
its execution, the Exhibit A
is Cancelled, it has already
been argued above that
Document B may be believed
to be a genuine one

Document A has been
executed and dated, Kandi,
Upasaka Shida Kottami
Samivaru - Document B
is dated Amaravathi, Bhadra-
pada Shida, Trisasi (16th
September '56). Document
B, has been executed after
the execution of the document
A. and consequently the
terms of document A are
invalidated - In document
A. it is stated that the 6th
Defdt Rama-raju, should
pay from the date of the
formation of the Syndicate
in dispute, on behalf of

to show that the said Indenture
in the document of have been
carried out.

Annexed, is a certified
copy of the Deposit Plan of the
Parish Land Tenure Area in the Province of the
Province, the Instrument, the
Certificate of the Document
according to which the said
Lands should have been
laid out in the Province of Panama.
Communicated to Commissioner.

Further, to produce a
duly signed Plan of the Land
Tenure Area and the Village
of the Deposit in Quadruplicate
of the Lands of the Document.

From this circumstance
it is clear that the arrangements
made according to the document
in question, have not at all
been carried out.

Your Excellency's Letter 3rd

ther, it is mentioned that
the Patels has been given to
Chittaranjan-ya for a
period of ten years, but
Chittaranjanaya has never
performed the duties the
Patil is entitled

The document attached
to all the family papers
has not been mentioned
in Document B. which is
executed by Narayan ma-
jaer to Chittaranjan.
The 6th Right Brahmin
has given his Consent
to this Document. Jani-
-Raya and Ramachandra
have not signed the Document

Document A is one which
relates to all the family papers
and as no mention is made
as regards all the family papers
in Document B, it must
be presumed as referred to
the Settlement is carried out
to the benefit of family papers

Village Estate by Commissioner
& the two parties a letter (Exhibit A)
stating that he was compelled owing
to sign the Agreement that
he does not wish that the
6th Defendant should be appointed
Guardian, and that his
(the) Name be appointed Guardian.
On the ground that the
is not fit in bringing the
suit supported by Exhibit C.

The terms of Agreement
is as, not having been
complied, and another, certain deed
which is said to be the
fine of the Defendant not produced
before the Court, the Court
did cannot be decided
in favour of the Plaintiff under
the authority of Agreement B.

It is also argued that
all these letters are invalid
papers. The said letters are
not in a certain specified

as for Document B, and
the Conditions of Document
B. have not come to pass

The 4th Point having
already been discussed
above, there is no need to
arguing the same again
here.

As regards the 5th Point,
the Learned Counsel for
Petitioner A. Has
is cancelled by Exhibit B.
Exhibit B. does not treat
about the Family Property
of the Tejpal. Even after
the Document A is executed
it is clear from the Records
that there was dispute
about the Shares, and it
cannot also be said that
after the Execution of the
Document B, that all these
ended in peace, for it is
clearly mentioned above that
Respondent did not make
over the Deed Shall within

should be enjoyed or divided
among the brothers -

If no settlement had been
made, and when disputes
have arisen among the brothers,
they could not have remained
silent without a settlement.

The property has been divided
and a partition deed has been
executed between the brothers,
& the partition deed remained
in the possession of the 4th Defdt
- The partition deed in question
is not the one A or B. but
another one and the 6th Defdt
cited a witness to prove the
fact and this is borne out by
the evidence of this witness -

According to the partition
deed, the 6th Defdt states that
the Mandapa deed in dispute,
is come to him and is in his
enjoyment, and that Gurunatha
& Ramaswamaya have not
enjoyed the Mandapa as

11

Exhibit A to the Answer of the
Plaintiff that he is unable
to do the work and that
the Defendant Baranand
Pandey be restrained in the
manner prayed for in the
he has made certain
therein as regards and
of the terms contained in
Documents A and B.
Inter alia pending the
mentioned therein the
terms, and in his
(Plaintiff's reply) de-
-nounced or in the defend-
-ants notice. If they were
inclined to act upon the
terms in document A or
B, nothing documents then
to be executed or made a
-cording thereto in do-
-cument Exhibit M.

As against the Plaintiff
in Original Application
(Exhibit 1) is the only last
paper filed, and until
the

and consequently it cannot be said that the Plaintiff is entitled to the Mandamus.

The 5th Issue has been discussed above and there is no need to repeat what has already been said regarding this point.

With regard to the 4th Issue, the 1st Defendant contends that as a result of section 5 of Statute that the Mandamus in dispute should not be registered in the name of the 6th Respondent but it should be registered in his own name.

From the evidence of the witnesses for the 6th Respondent it is clear that the Mandamus was confirmed in the name of the 6th Respondent and is in his employment for the last 20 years without interference

decided it in the agreement
after the dept to award
be clear from Exhibits 2-3
4-5-6 & 12, it must
be decided that the Pltf
is not entitled to have
the relief sought -

If the Pltf's cause
under Agreement Exhibit A.
he failed to make a mention
in the Plaint that he will
fulfil the other terms con-
-tained therein - It is noticed
therein that when the 6th
Deft and other vacate the
demised office, the Pltfs
Juñes and Mwaipha should
give the Keys in Pourafundum
Mulli, Nevertheless willingness on
to the other two brothers for
their maintenance, but the
Pltf was failed to note in
the Plaint, either that he
has fulfilled those conditions
or that he will do so.

of objection it must
be said that it is a serious one

Objections and Reservations
were entered to certain
items on the documents A & B
they could not have
examined prior ante
cont. of the Estate settlement
when the last was
executed, he could not
have decided to have one of
the Executors dismissed
himself or his son. the
5th Defl.

With regard to the
Document Exhibit A &
supported by Exhibit B
and in terms of both these
last having been entered
and a third document known
as Exhibit C
a letter from the
Executors of the last
of the Executors, in
draft

12/

The age of the child appears to be 36 or 37 years, and the suit which is now brought after such a length of time, appears to have been barred by limitation.

With regard to the 17th issue, the Plaintiff is not entitled to any costs and the suit will have to be dismissed.

~

Records perused.

Plaintiff and 1st, 5th & 6th Defts present. They were heard.

No other Defts. failed to appear though personally served.

Suit dismissed - Plaintiff is to pay the costs of 1st 2nd 6th, 7th, & 8th Defts

30th May 91.

Judgment in English filed with the Assistant Recr.

2 March 93.

for my Lord
Chief Justice

6/1.

Memo

Appeal No 1/1st A. 1881

(Plaintiff) Appellant-
Lakshmappa

v

(Defendants) Respondents
Patil Ranganna
and 7 Others

1 Claim to Khanto qui Vide - Sub Section (1) of the Additional Rules.

2. The adjoined tree shows how the parties are related to one another :—

Lakshmappa

- Chintamani Rao
  - Lakshmappa (Plaintiff - Appellant)
- Narsappa
  - Ranganna (1st Defendant)
  - Lingappa (2nd Defdt)
- Gurusiddappa
  - Rangappa (3rd Defdt)
- Rama-Chandrappa (4th Defendant)
  - Lakshmappa (5th Defendant)
- Rangappa (6th Defdt)
  - Narsappa (7th Defendant)
  - Siddramiah (8th Defendant)
  - Subba
  - Krishna

3. Up to September 1861 Chintamani Rao was the registered Khanbogue of the Devanhalli Mazani consisting of 4 villages. On 16th September 1861 a Kattimamule proging that the Khanbogue right should be transferred to the Appellant the term expired.

(4) The 6th Defendant-Respondent has not established his exclusive right to the property in question,

(5) The lower Court is wrong in holding that the Kurar (the Appellant does not say Ancle, but it is presumed to be Kurar A) cannot be recognised and that the Plaintiff-Appellant lost all his claims, owing to the resignation tendered by his father in 1861.

6. The Kurar A is dated 8th of Vaishakha of the year Raudri (about April 1860). It purports to have been executed by Giriraya (3rd Defendant's father), Ramachandrappa (4th Defendant), and Ranganna (6th Defendant) in favor of Chintamani Row (Appellants' father) and Ramappa (Appellants' uncle). It is an agreement of partition of ancestral property - Patels and Shanbhogaki 'kulas' especially. It is to the effect that the Shanbhogaki (described as Kadaitana in the document) Varandi should continue to be in the name of Chintamani Row; that Ranganna (6th Defendant) should be recognised

Appellant filed a suit against the (Defendants) Respondents and claimed the Shanbogui Hak of the above 11 villages upon the authority of a Karar dated 8th M. S. of Vaishakha in the year Rowdri (1860-61). On 3rd June, 61 the Deputy Commissioner dismissed the suit as having been time-barred and on grounds.

5. The appeal is against the above decision. The main contending parties are the (Plaintiff) Appellant & and the 6th Defendant-Respondent Ramgappa. The Appellant contends that :-

(1) his claim is based on the Karars A & B

(2) the cause of action according to these Karars arose in 1856-57 and the suit was not barred.

(3) the ~~Plaintiff~~ 6th Defendant-Respondent obtained possession of the office by virtue of the terms of the Karars A & B, and it was not necessary on the part of the Appellant to put forward his claim at the Potje settlement of 1856 as the terms under the Karars had not expired

A. Rowdri Visali Suddah 8th 1860.

B. Durmati Bhoompara Suddah 13th 1861

his youngest brother Ramzappa (6th Defendant) the ——— ——— Division Superintendent sanctioned the arrangement with effect from 1st October 1861. The Baramadar continued to do the work till the Sakka Bhagi settlement of 1880, when the 11 villages grouped into 4 circles were disposed of as follows:—

1 Kasba Devarhalli — Circle — Halidar Ramzappa (6th Defendant)

2 Kakkur ——— do — Seshtaramiah Halidar's son (3rd Defendant)

3 Hirehalla — do — Viarsappa Halidar's son (7th — do —)

4 Chickhalla ——— do — Lakshmappa Halidar Ramzappa's nephew (5th Defendant)

4. Lakshmappa (5th Defendant) having been a minor, the 4th circle continued to be in the possession of the 6th Defendant Ramzappa till 1888, so that from 1861 to [illegible] the 11 villages were virtually in the possession of the 6th Defendant Ramzappa [illegible]

[illegible] June 1890, the (Plaintiff) ———

as Jamindar, the work being carried on by Gurrappa (3rd defendant's father) and another; that the 3 executants together should enjoy the Shanbagani 'bail' for 20 years and then restore it to the Executee if so desired for enjoyment for 5 years each; that the 'bail' should thus be enjoyed in rotation, that Gurrappa and Chintamani Rao should have for their maintenance the Patali land of Devarahalli and Ranganambadi together with the Service Inam lands concerned; that this Patali and with the lands attached should be given back in rotation to the Executants when they restore the Shanbagani bail with the lands attached thereto to the Executees. The rest of the agreement has reference to their property and liabilities.

7. The Karar marked E is dated 16th September 1861. It is an agreement executed by Gurrappa in favor of Chintamani Rao. It requires that as

Rangamma (6th defendant) declined to do the Shanbogani work as Sunasha, Chintamani Rao should transfer by Rajinamah the Baramani to Rangamma's name for 25 years in view that the Aker & Hissedars might enjoy the 'Kali' without hindrance and in accordance with the agreement already executed; that the executant should resign the Patki of Ramagondanahalli in favor of Chintamani Rao and also allow the latter to look after the Patki of Devarahalli for 10 years, the Baramani of the village remaining in the name of the former. There is a further stipulation that, if so desired, Rangamma would similarly resign after 25 years the Shanbogani 'Kali' to be enjoyed by Chintamani Rao for 10 years inclusive of the executant Narasappa's term of 5 years. Rangamma is stated to have consented to this arrangement and the document purports to have been

signed by Ranganna (6th Defendant) also.

8. The Rajinama mentioned by Plaintiff now is marked Exhibit 1. It is dated 16th September 1861. It runs thus:— "As my sight has become dim and as my younger brother Ranganna is fit to do the duties (It may also mean "as my younger brother Ranganna is the person that should carry on the duties"), the hereward in my name should be transferred to the name of Ranganna (6th Defendant) and work taken from him".

9. The 6th Defendant (Ranganna) denied having executed the Karars marked A & B. He alleges that about the 14th M.S. of Bhadrapada in the Ye ar Durmati (i.e. about 17th September 1861 a ~~partition~~ partition was effected between Plaintiff and his brothers, that [illegible] Devarahalli magani Thambagani [illegible] to the share of the 6th Defendant [illegible] and that since then he has be[illegible]

adverse possession of the land. This partition deed is not produced but stated to have been in the possession of the 2nd defendant (Ramaiengar alias) This partition is proved by the evidence of 2 witnesses for the 6th defendant.

10. The Sheristadar who conducted the enquiry has held that the documents A 43, are genuine, that the terms of the Karar A were invalidated by the subsequent Karar B, that the terms of the Karar B, were not completely fulfilled or enforced as is evident from Chintamani Rao's petition dated October 1861 (vide copy produced and marked Exhibit A) in which he states that the Ramabogui Varnam should be registered in his son's (Plaintiff's) name and that he was forced to give the Karinamuch.

The main point in dispute is whether under the circumstances the Plaintiff can now claim the land.

12. The Defendant Commissioner has found that the (Plaintiffs) Appellants father lost the land 30 years ago, & that the claim is not only barred but groundless.

13. The reasons assigned by the Defendt Commissioner are:—

(1) The arrangement come to in Karar A was neither sanctioned by Government nor carried out by the parties, for on the 16th September 1861 Plaintiff-Appellants father signed the Rice in favor of the 6th Defendant-Respondent.

(2) The Plaintiff-Appellant slept over his rights and raised no question even at the Sohgi settlement which took place 10 years ago.

14. Ghuntamani Rao and his brothers when examined by the Amildar on 4th September 1861 stated that the Karar should be transferred to Ranganna's name. The only reason given for the

transfer prayed for - is Chintamani Rao's physical incapacity.

15. At the time of the Sirsi settlement in 1872 Ramrao Defendant claimed a share, but the settling Officer disregarded the claim and dealt with the Baramadar (6th Defendant) only.

N 9/7/92

57

Hearing
Summons to
Com parties
cf
24/10/92

Posted for hearing
on 18th May 1893.

(10)

Appeal no 49 of 1891

Appl
Lakshmappa
&
[redacted]

Respt
Rangappa
represented by

Appellant's father Chentamanirao who was the shanbhog of Devarahalli Nagenahalli tenders a Razinamah in 1861 praying that the office might be registered in the name of his brother the Respt & the Razinamah was accepted. In the Patagi Settlement of 1881, Respt retained some villages, & got the other villages of the Inam transferred [redacted] registered in the names of his sons & nephews. In 1890, appl brought a suit for the office which was dismissed by the Dist Court as barred by ~~time~~ the Law of limitation & also on ground Cos. The appeal is against the decree.

Appellant's contention is that the suit is not barred by the law of limitation, since there is a document executed

in Durmati by the Respt agreeing
~~1860~~
1861
to give over the office back to R after his father's
after 25 years.— But the Court observe
that this document purports to have
been executed, not by the Respt,
but by Narasappa another Brother of the
Respt. ~~& it does not contain the signatures~~
~~of the Respt~~ (Document) (bears) Neither have
in Kannada the signatures
of the ~~document~~ Respt which he denies
to be his.— It is not explained why
the Respt was made to sign a document
executed by another individual, or if
he really placed his signature, he
would have certainly made a memorandum
in it that he also consented to the arrangement
~~Moreover~~ from the records it is clear, that
Respt was first asked to take over the ~~office~~
~~as~~ duties of the office, leaving the registry in
the name of the appellant's father & that
he (Respt) having declined to do duties
on that condition, the registry was
transferred in his name unconditionally.
This arrangement was made in
the general partition of property, &

The dispute for which appt having assented to the arrangement and never complained about it until in the Petition of Allegation which took place in 1880, has no right to bring a suit is clearly barred by the Law of Limitation. The appeal is therefore dismissed.

20/5/93

215

Ld

Mr is informed that his appeal has been dismissed, as the suit is clearly barred by the Law of Limitation.

215

6/ Appeal No. 49

No. 659

Rgd

Extension stamp affixed.

Appeal Petition against the decision of the Deputy Commissioner, Kaira in Revenue Appeal No. 49 of 1921-22. (Authentication by Judgement under Order XLI Rule 33 C.P.C.)

Appellant (Plaintiff)

1. Patel Kangana
2. Seeva
3. Ranchhoda

(Minor thro' guardian Kangana)

4. Ranchhodbhai
5. Motibhai
6. Manibhai Ranchhoda
7. Kanabhai
8. Seetaram Naik

Respondents (Defendants)

Nisi Appeal admitted by Court.
Petitioners Appearing Advocate.
Opponents Appearing Advocate.
Panel of Assessors.
Submitted to the Court.
11/11/21

Appellant respectfully begs to state in this appeal to this Honorable Court humbly trusting that even-handed justice to the claim urgently herein will not be denied.

Summary of the Case

Appellants as Plaintiff in the lower Court sought to recover the Shankhi

Office of the Ramanadi Mapani Secretaryship of the Chennapatna Taluk Enquiring for Tirthas on Circles of 11 Villages on the Hole - by Virtue of the terms of the Documents A. & B. - Karars executed by Sura Ra Ramanjendrajya & Rangappa - and Narrajya with the consent of Rangappa respectively to Chintamany Rao father of the Appellant in the "Dowrah" suit - & the effect that of the Office be placed on them for Enjoyment they would hold it for 25 years and give it up back to the appellants father after the term & be enjoyed for each five years, by him and his brothers in rotation. Accordingly Chintamany Rao who held the Office for a period of 22 years resigned it in favour of the 6th Respondent Venkaya Rangappa in the year 1865-6 on the understanding of the terms of the "Open" Karars. Appellant on the expiry of the term demanded the restoration of the Office which was denied him - He sought the intervention of the Legal authorities in the matter; but he was not afforded justice in the hands of the lowerfourts. Under the foregoing circumstances the Appellant has now come forward to place his appeal before this Honorable Court.

—

Grounds of Appeal

(1). That the parties connected with the Sirs

are of one and the same family is established by their admission - as also the office of the Shanbhogi in dispute has come down to them from their fore-fathers.

(2) That Kauls A & B. entered into between the parties have been proved to be genuine. And that appellant has laid his claim upon the basis of these Kauls.

(3) That Appellant, as the Lower Court observes, did not sleep over the matter for a quarter of a Century nor did he wish to move the question during the Peraji Settlement - as the time had not yet arrived for him to do so - he having had to wait for the expiry of the term expressed in the Kauls. And as such he cannot, as the Lower Court erroneously inferred - be said to have lost his claim to the office merely because his father resigned the office 30 years ago - nor his Suit is time barred in any way - the term of the Kauls having expired only about the year 1886-87.

(4) That the 1st and 6th Defendants prior to Peraji settlement obtained possession of the Shanbhogi office purely by virtue of the terms of the Kauls A & B. and that Appellants disputing their claim to the office or putting forth his claim during the Peraji Settlement was unnecessary as it was uncalled for Li. before the expiry of the terms of the Kauls.

The Cause of action hence arose only in 1886-87, when only it was his turn to demand the restoration of the Office to be enjoyed by him for the said period of five years.

(5) That the 6th Respondent's statements in defence of his exclusive right to the Office in question has not at all been established by him - nor the evidence got up by him in support of his statements is trustworthy so much so that the said Respondent as well as some of his witnesses are either jail-birds - Companions and dependents of those that received criminal punishments other than imprisonment in Courts of Justice who have ever showed their ready disposition to come forward and give their evidence on many occasions for the 6th Respondent.

(6) That the said Office being Ancestral every member of the family as the other heirs, the parties in the Suit have such common right to hold it for five years in rotation by virtue of the Karar terms.

(7) That the Lower Courts decision is thus from beginning to end opposed to the principles of justice - the nature of facts with the evidence of the Case - and evidence and further the Lower Court is wrong in holding that, the Karar cannot be recognized in as much as it was not made known to the Sirkar - when there was no absolute need for its being done so - and secondly that Plaintiff lost all claim

to the office in dispute owing to the resignation tendered by his father, despite the fact that this act of his father's cannot deprive his son the Appellant of his right to the office as trustee practically and eventually. The decision has arrived at is the direct fault to the ground.

For the above reasons the Appellant prays that the record in the case be sent for and the decision of the Lower Court be reversed on the merits of the case and the issues on which the present suit is based be fully and considerately examined - a thing which the Lower Court failed to do - and finally justice to the Appellant's case be awarded.

The genealogical tree is appended herewith for your perusal.

Bangalore
6th June 1891

Appellant.

66 Dr. 20 No (3)

MYSORE DEWAN'S OFFICE,

PETITION DEPARTMENT.

OFFICIAL MEMORANDUM.

Disposed 10/9/91

The accompanying Petition No. 659

dated 2nd July 91 received at the Dewan's Office from Applicant

Calcium sulphate, Shambagne

of Marshall, Nagpur,

Mr. Nagpur IK

is forwarded, together with its 2

enclosures, to the Deputy Comm.

Shimoga Distt, for enquiry & report

with a precis thereof

By Order,

for Chief Secretary.

BANGALORE,
5th Septr 1891.

10

Drafted as per Councillor's order

67

No. 659

(2)

Endorsement.

In reply to ~~his~~ Petition dated 6th July 189/ Lakshmaj. Shanbhogue of Devarahalli Nagara, Chenn Giri Sa, is informed that his petition has been forwarded to the Dy. Comm. for ~~is informed that~~ submission of proceedings.

By Order,

for Chief Secretary.

MYSORE DEWAN'S OFFICE,
PETITION DEPARTMENT,
5th Sept 189/.

Drafted as per Councillor's order
6/9

(General Serial No. 30.)

OFFICE OF THE
1 - MAY 92
DEWAN OF MYSORE

189

From The Chief Secretary to the Government

To

The Chief Secretary to the Dewan of Mysore.

Dated 4th May 1892

Despatched 5th

Received 6/5

Enclosures No. 4

General No. 134

No. 128

I have the honor to forward herewith a Petition from William Lockhart Mapleton, Planter of Devarshola Nilgiris, Claiming Grant, with enclosures for transmission of Proceedings with a Precis thereof and Marginally noted Remarks.

I have the honor to forward herewith a Precis of the case together with the enclosures received with the above.

2. The Memorialist

69

Proceedings relating
to the case, are for-
warded in a separate
packet.

Abdul Rahman

Deputy Commissioner

(General Serial No. 32.)

1893.

No. 3128

Name of Petitioner. Valiya Rangaiah T. M. by Mr. D. Venkatramayya.

Village. Bangalore

Taluk. D°

District. D°

Date of Arzi. 19-5-93

Date of Receipt. 25-5-93

Date of Disposal.

No. of Enclosures. eight annas stamp

ABSTRACT.

Prays for a copy of the order pas by the Councillors on the 18th inst their case.

30/5.

3/6

26/6/93.

MYSORE DEMAND'S OFFICE,
PETITION DEPARTMENT
REGD. NO. 3128/R
DATE 25-5-93

Box

Petitioner (Mark) 25/5

Amount — 7-7.

Fee received & copy delivered.

20/6/93.

20/6/93.

K.

Before the Government of *His Highness* the Maharaja of Mysore.

(12)

Appeal No. 49 of 1891

Appellant.	Vs.	Respondent.
Lakshmanajja of Ramapadarahalli Hemmahalli Kasaragodu Taluk		Nanjappa ~~his~~ represented by Siddantaramayya and six others

Decision. 22-5-93.

Appellant's father Shantamani Row who was the Shanbhog of Devarhalli magani laid a Kaziamah in 1861 praying that the office might be registered in the name of his brother, the Respondent and the Kaziamah was accepted. In the Pattagi settlement of 1881, Respondent obtained some villages, and got the office of the other villages of the magani registered in the names of his sons and nephews. In 1890, appellant brought a suit for the office which was dismissed by the Deputy Commissioner as barred

by the Law of Limitation and also as grounds. The appeal is against this decree.

2. Appellants contention is that the suit is not barred by the Law of Limitation, since there is a document executed in Dhanuti 1861 by the Respondent agreeing to give over the office back to the appellants' father after 25 years. But the Government observe that this document purports to have been executed, not by the Respondent, but by Narayya, another brother of the Respondent. The document however bears the signature of the Respondent which he denies to be his. It is not explained why the Respondent was made to sign a document executed by another individual, and if he really placed his signature, he would have certainly made a remark in it that he also consented to the arrangement. Moreover, from the records it is clear that Respondent was first asked to take

up the duties of the office leaving the registry in the name of the appellant's father and that he (Respondent) having declined to do duties on that condition, the registry was transferred in his name unconditionally. The arrangement was made in the general partition of property and the appellant's father and appellant having assented to this arrangement and not even complained about it in the Patiz Settlement which took place in 1880, his right to bring a suit is clearly barred by the Law of Limitation. The appeal is therefore dismissed.

vel
11/6/93

By order
Redruft
3/6
2:584 / 9-6-92 for Chief Secretary.
Pet. F. 385-92

Copy to the Deputy Commissioner Chittagong
Dist with the Rec: proceedings received
with his No. 134/128 of 4th January 1893.

By order
3/6
for Chief Secretary

S.V.

No. 49 6 [illegible]
659-

MYSORE DEWAN'S OFFICE,

PETITION DEPARTMENT,

May 1893

(11)

Endorsement granted to Lakshmanappa, ~~Shanbhogu~~ of Ramagondanahalli Channagiri Taluk

in reply to his Petition Registered No. 659 dated 6th July 1891 appealing against his Deputy Commr's order of 1st June 1891 regarding the Shanbhogu of Devarahalli Channagiri

Petitioner is informed that his appeal has been dismissed as the suit is clearly barred by the Law of Limitation.

2 The encl: are returned.

21/6/93

"By Order"

Draft

Chief Secretary.

Mysore Govt. Central Press, Bangalore.—9-2-93—2000.

References

21/7

Nah.

23/7

The file is placed.

24/7

The Registrar & His Highness
Sri Jagadguru, paper (13) was
ordered & is filed. vide the
note under thereon
Sd/- & the Seal

27/7

Note as to for
orders on the petition
No 606 which was
ordered to be filed.

Sd/- [illegible]

28-7-96.

Say that
Un-certified is already
communicated
which is final
& cannot now
be reopened

Sd/-
6.8.96.

Page
Nah 10/12/96

16

1896

No. 2798.

Name of Petitioner, Lakshmappa.

Village, Ramajoudanahalli

Taluk, Channagiri

District, Shimoga.

Date of Arzi, 4th July, 96

Date of Receipt, 15th July, 96.

Date of Disposal,

No. of Enclosure, Nil.

ABSTRACT.

Note that in submitting
a reminder on 4.5.94
praying for orders & the
appeal petition was on
14.5.93, and prays for orders
for the same.

Bring hard copy
Refer, if any.

279 18/7/96

18-7-96

3d Issue whether the Exhibit B is a genuine one, or whether all the terms therein have been enforced, & whether after its execution, the Exhibit A is cancelled, it has already been argued above that Document B may be believed to be a genuine one

Document A has been executed and dated, Raudri, Vyshaka shuda Ashtami Sanivara. Document B is dated Dharmathi, Bhadra-pada shuda, Trioḍasi (16th September 1861. Document B has been executed after the execution of the Document A. and consequently the terms of Document A are invalidated. In document A. it is stated that the 6th Defdt Rungappa, should perform the duties of Shanbhogi [illegible] of the Shanbhogi in dispute, on behalf of

of the ~~Pff~~ Father Chintamaniraya,
and as Ranga Rao did not
consent to the arrangement
and as it further noted in the
document that the Baravard
of the Chabbroji should be
registered in the name of 2 persons
~~to be Dept Rangappa~~
to for a period of 25 years,
as their share in the office,
Chintamaniraya should
resign the office in favor
of 6th Dept Rangappa,
it may be inferred that
the conditions in document
A have been cancelled
by document B.

It may also be argued
whether the terms in Document
B have been enforced.

The Patel of Ramasandrahalli
should go to Chintamaniraya.

Though the Patels of Devarhalli
village was in the name of Narsappa Row,

77

Post copy
Fees, if any.
18/7/46

PETITION DEPARTMENT
No. 279 R
Date 18-7-46

78. ಸ್ವಂತ ಶಾಲೆಗಳು
13-8-96
ಸೆಕ್ರೆಟರಿ for approval
ನಿಯಮಗಳು
279 ಪುಟ 4

KR 201-91-9

ಮಾನ್ಯರಿದ್ದಾರೆಂದು ಹೇಳಿರಬಹುದು

ಹಲವು ಅರ್ಜಿಗಳು ಬಂದಿವೆ.
ಮಳೆಗಾಲ ಬಂದಾಗಿನಿಂದ
ಮಳೆಯಾಗಿಲ್ಲವೆಂದು ಅಲ್ಲಲ್ಲಿ ಬೆಳೆ
ಇಂತಾದ್ದೆ ಮಾಡಿದೆ.

ಸಲಹೆಯಂತೆ ಹೀಗೆ ಮಳೆ
ಬಾರದಿರುವುದನ್ನು ಪರಿಗಣಿಸಿ
ಮಂತ್ರಿಗಳಿಗೆ ಕಳುಹಿಸಿದ 12-7-96 ರ
~~ಆದೇಶವನ್ನು ಅನುಸರಿಸಿ~~
~~ಮಳೆ~~ ಬಾರದಿರುವುದನ್ನು ಇಂಬಾಗಿ
ಇದರ ಅಭಿಪ್ರಾಯವು ~~ಕಾನೂನು ಅಭಿಪ್ರಾಯ~~
~~ಪಡೆದು ಕಂಡಂತೆ ಅಂದು ಅಭಿಪ್ರಾಯ~~
~~ಪಡೆದು~~ ಯಾವುದೆಂದು ತಿಳಿಸಲು ಮನವಿ.

ಅಭಿಪ್ರಾಯವನ್ನು ತಂದಿಟ್ಟು
ಮಾನ್ಯರಿಗೆ ಯಾವುದೇ ~~ಕಾನೂನು~~ ತೊಂದರೆಯಿಲ್ಲ
~~ಎಂದು ಅಭಿಪ್ರಾಯ~~ ಕಂಡಲ್ಲಿ ಅಭಿಪ್ರಾಯ
ನ್ನು ~~ಸಲ್ಲಿಸಿದ್ದಾರೆ~~ ನಂತರ
ಅವರು ~~ಅಭಿಪ್ರಾಯ~~ ಅಭಿಪ್ರಾಯಕ್ಕೆ
ಮಾನ್ಯರಾಗಿದ್ದರೆ 1893 ನೇ ಇಸವಿಯ
ಮಾನ್ಯ ಸಚಿವರ ಆದೇಶವನ್ನು ಪರಿಗಣಿಸಿ
ಆಜ್ಞೆಯಂತೆ ಮುಂದಿನ ಕ್ರಮ ಕೈಗೊಳ್ಳಲಾಗಿದೆ.
ಎಂದು ತಿಳಿಸಿ ಕಡತವನ್ನು ಮುಚ್ಚಿಡಲು
ಮನವಿ ಮಾಡಿದೆ.

draft
14/8/96
for secretary